

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

IN RE: §  
§  
PHASE ONE SERVICES LLC, § Case No. 23-30835  
§  
Debtor. §  
§

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**LIMITED OBJECTION OF HOUSTON INDUSTRIAL YARD LLC TO USE  
OF CASH COLLATERAL (RE: DOCKET NO. 2, 13)**

**TO THE HONORABLE MARVIN ISGUR, U.S. BANKRUPTCY JUDGE:**

Houston Industrial Yard LLC, landlord to the debtor, creditor, and party in interest (“Landlord”), files this limited objection to the Debtor’s use of cash collateral, and in support thereof would show to the Court the following.

1. Landlord is the landlord to the principal place of business of the Debtor.
2. Debtor recently indicated to the property manager that Debtor intends to keep current during bankruptcy in its obligations under, and then to eventually assume, the commercial lease.
3. The current balance as of March 20, 2023, is \$29,847.40 plus a 10% late fee.
4. Debtor did not pay the March 2023 rent although one-half of such rent is budgeted and permitted to be spent under the interim cash collateral order (Docket No. 13).

Case 23-30835 Document 2-1 Filed in TXSB on 03/08/23 Page 1 of 1

**EXHIBIT A**  
**14-DAY AND 30-DAY BUDGET**

INCOME	DAYS 1-14	DAYS 15-30	30 DAY TOTALS
Opening Cash:	\$1,200.00	\$20,565.22	
Projected Cash Receipts:	\$125,000.00	\$125,000.00	\$250,000.00
EMPLOYEE PAYROLL	\$53,250.00	\$53,250.00	\$106,500.00
CONTRACT SERVICES (1099)	\$1,200.00	\$1,200.00	\$2,400.00
LAND/TRUCK YARD LEASE	\$12,999.00	\$12,999.00	\$25,998.00

5. Accordingly, Landlord objects to the use of cash collateral unless and until the Debtor pays to the Landlord the rent authorized under the interim order, and otherwise going forward to the extent that the Debtor budgets the payment of rent and/or other lease obligations but fails to pay same.

6. Landlord reserves the right to amend this objection before or during the cash collateral hearing.

WHEREFORE, Landlord respectfully requests that the Court not permit the use of cash collateral unless and until the issues above are addressed and remedied by the Debtor and provide such other and further relief to which Landlord may be entitled and law or in equity.

Dated: March 20, 2023

Respectfully submitted:

WEYCER, KAPLAN, PULASKI & ZUBER, P.C.

By: /s/ Jeff Carruth

JEFF CARRUTH (TX SBN: 24001846)

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ATTORNEYS FOR  
 HOUSTON INDUSTRIAL YARD LLC,

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing was served on March 20, 2023 by electronic notice to all ECF users who have appeared in this case to date.

**ANY PARTY REQUESTING A FULL SIZED COPY OF THIS PLEADING OR COPIES  
OF ANY EXHIBITS SHOULD CONTACT THE UNDERSIGNED.**

/s/ Jeff Carruth

JEFF CARRUTH